

Rick A. Steinberg, Esq.  
**PRICE MEESE SHULMAN & D'ARMINIO, P.C.**  
50 Tice Boulevard, Suite 380  
Woodcliff Lake, NJ 07677  
Tel: (201) 391-3737  
Fax: (201) 391-9360  
[RSteinberg@pricemeese.com](mailto:RSteinberg@pricemeese.com)

Attorneys for Plaintiff,  
Mediterranean Shipping Company (USA) Inc.  
as agent for MSC Mediterranean Shipping Company S.A.

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**MEDITERRANEAN SHIPPING COMPANY (U.S.A.) INC.  
AS AGENT FOR MSC MEDITERRANEAN SHIPPING  
COMPANY S.A.,**

**Plaintiff,**

**v.**

**ROYAL HALO LLC,**

**Defendant.**

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**Civil Action No.  
1:24-cv-02292-JGLC**

**DECLARATION  
IN SUPPORT OF  
MOTION FOR  
DEFAULT  
JUDGMENT**

Rick A. Steinberg, being of full age, declares as follows:

1. I am a member of the Bar of this Court and Of Counsel to the firm of Price Meese Shulman & D'Arminio, P.C., attorneys for plaintiff, Mediterranean Shipping Company (USA) Inc. as agent for MSC Mediterranean Shipping Company S.A. ("Plaintiff" of "MSC"), in the above-entitled action and I am familiar with the facts and circumstances in this action.
2. I make this Declaration pursuant to FRCP 55(b)(2) and Rule 55.2(b) of the Local Civil Rules for the Southern District of New York, in support of Plaintiff's motion for default judgment against defendant, Royal Halo LLC ("Defendant").

3. Jurisdiction of the subject matter of this action is based on admiralty jurisdiction.
4. Venue is proper in this judicial district because MSC has a New York venue clause in its bill of lading. The Terms and Conditions of MSC's bill of lading state that "It is hereby specifically agreed that any suit by the Merchant, and save as additionally provided below any suit by the Carrier, shall be filed exclusively in the High Court of London and English Law shall exclusively apply, unless the carriage contracted for hereunder was to or from the United States of America, in which case suit shall be filed exclusively in the United States District Court, for the Southern District of New York and U.S. law shall exclusively apply." (emphasis added).
5. This action was commenced on March 27, 2024 by the filing of the complaint.
6. A copy of the summons and complaint was served on the Defendant on April 2, 2024, by service on the Defendant's registered agent for service of process, Incorp Services Inc., via personal service on Brittany Williams, Intake Specialist authorized to accept such service, and proof of service by the Process Server was filed on April 23, 2024.
7. Defendant failed to file an Answer to the Summons and Complaint and the time to do so has expired and no request for an extension of time has been made.
8. On April 25, 2024, the Clerk entered a Certificate of Default.
9. Defendant is not a minor, mentally incompetent nor in the military service of the United States. The source of my knowledge is that Defendant is a business organization, not a natural person.
10. This is an action to recover a principal amount of \$183,403.63 owed by Defendant to Plaintiff for ocean freight and/or detention charges.

11. MSC transported cargo for the benefit of Defendant in 2023 in the foreign commerce of the United States in the course and scope of Defendant's operations. The relevant transportation services provided by MSC for the benefit of Defendant, as well as the applicable rates, charges, and terms are evidenced by MSC's bills of lading and/or freight bills, and invoices, the terms of which are incorporated herein through reference. MSC has fully performed its obligations under the relevant tariff(s) and contract(s) of carriage.
12. Plaintiff has demanded that Defendant pay the full amount due of \$183,403.63.
13. Defendant has knowingly and willfully failed and refused to pay Plaintiff the full amount due.
14. Consequently, Defendant is liable to Plaintiff in the amount of \$183,403.63, plus reasonable attorney fees and interest thereon.
15. A copy of the filed Complaint is attached hereto as Exhibit "A."
16. A copy of a Statement of Account rendered by Plaintiff to Defendant showing that the amount due from Defendant to Plaintiff as of June 1, 2023 was a total of \$183,403.63 was attached to the Complaint and is attached hereto as Exhibit "B."
17. A copy of the issued Summons is attached hereto as Exhibit "C."
18. A copy of the Affidavit of Service of the Summons and Complaint is attached hereto as Exhibit "D."
19. A copy of the entered Clerk's Certificate of Default is attached hereto as Exhibit "E."
20. An inquest into damages is unnecessary because the damages are liquidated and itemized in the attached Statement of Account.

I hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Dated: Woodcliff Lake, New Jersey  
April 25, 2024

/s/ Rick A. Steinberg  
Rick A. Steinberg